

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON CAPITAL SERVICES, INC., a
Delaware corporation,

Plaintiff,

v.

DAVID AND ELAINA PORTUGAL,
individually and the marital community
comprised thereof,

Defendants.

No. 2:17-cv-01084-MJP

STIPULATION AND ORDER TO
ARBITRATE AND DISMISS
WITHOUT PREJUDICE

STIPULATION

Plaintiff Amazon Capital Services, Inc. (“ACS”) and Defendants David and Elaina Portugal and ePort, Inc. (“Defendants”), by and through their undersigned counsel of record, hereby stipulate and agree as follows:

1. On or about May 19, 2017, ACS initiated arbitration proceedings against Defendants before the American Arbitration Association (“AAA”) in Case No. 01-17-0002-9599 (the “Arbitration Proceeding”).

2. On or about June 9, 2017, Defendants filed an Answer and Counterclaims (“Answer”) against ACS in the Arbitration Proceeding. In the Answer, Defendant David Portugal asserted, among other things, that he did not consent to AAA’s jurisdiction over him

1 as he was not a signatory to the Loan Agreement between ACS and ePort, Inc. that is at issue in
2 the Arbitration Proceeding.

3 3. On or about July 17, 2017, ACS filed this lawsuit against Defendants. (Dkt. 1).
4 On or about September 22, 2017, ACS filed its First Amended Complaint (Dkt. 8), in which,
5 among other things, it sought a declaratory judgment that “any claims by ACS against Mr.
6 Portugal, and any counterclaims by Mr. Portugal against ACS, that relate in any way to the Loan
7 Agreement [attached as Exhibit B to the First Amended Complaint], must be resolved by binding
8 arbitration before the American Arbitration Association.” Dkt. 8, ¶ 33(d). On October 6, 2017,
9 Portugal filed a motion to compel arbitration to the American Arbitration Association. Dkt. 10.

10 4. Without prejudice to any other claims, counterclaims, and/or defenses (of any
11 nature) that any of the parties has asserted or can assert in the Arbitration Proceeding, each as
12 against the other, the parties hereby consent and agree to fully and finally resolve all claims they
13 may have against each other arising from or relating in any way to that Loan Agreement through
14 the Arbitration Proceeding. The parties further consent and agree to be bound by the judgment
15 and decisions of the arbitrator in the Arbitration Proceeding.

16 5. This matter shall be dismissed without prejudice, with each party to bear their
17 own costs.

18
19 DATED this 2nd day of November, 2017.

20
21 DAVIS WRIGHT TREMAINE LLP
22 *Attorneys for Plaintiff Amazon Capital*
Services, Inc.

23 By /s/ James Harlan Corning
24 John A. Goldmark, WSBA #40980
25 James Harlan Corning, WSBA #45177
26 1201 Third Avenue, Suite 2200
27 Seattle, WA 98101-3045
Tel: (206) 622-3150; Fax: (206) 757-7700
Email: johngoldmark@dwt.com
jamescorning@dwt.com


LAW OFFICES OF STEPHEN M. HANSEN
*Attorneys for Defendants David and Elaina
Portugal and ePort, Inc.*

By /s/ Stephen M. Hansen
Stephen M. Hansen, WSBA #15642
1821 Dock Street, Suite 103
Tacoma, WA 98402
Tel: (253) 302-5955
Fax: (253) 301-1147
Email: steve@stephenmhansenlaw.com

ORDER

IT IS SO ORDERED.

DATED this 3rd day of November, 2017.


Marsha J. Pechman
United States District Judge

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

DATED this 2nd day of November, 2017.

/s/ James Harlan Corning
James Harlan Corning, WSBA #45177